Company Tracking Number: AR-GL-2008-01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: General Liability

Project Name/Number: /

# Filing at a Glance

Companies: EMCASCO Insurance Company, Employers Mutual Casualty Company

Product Name: General Liability SERFF Tr Num: EMCC-125523833 State: Arkansas

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50

Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: AR-GL-2008-01 State Status: Fees verified and

received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith

Roberts, Brittany Yielding

Author: Jo Byers Disposition Date: 03/14/2008
Date Submitted: 03/05/2008 Disposition Status: Approved

Effective Date (New):

State Filing Description:

#### **General Information**

Effective Date Requested (New): 05/01/2008

Project Name: Status of Filing in Domicile: Not Filed

Project Number: Domicile Status Comments:

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 03/14/2008
State Status Changed: 03/14/2008
Deemer Date:

Corresponding Filing Tracking Number:

Filing Description: March 5, 2008

Commissioner of Insurance

Arkansas Insurance Department

1200 West Third St.

Little Rock, AR 72201-1904

SERFF Tracking Number: EMCC-125523833 State: Arkansas
First Filing Company: EMCASCO Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: AR-GL-2008-01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: General Liability

Project Name/Number:

EMPLOYERS MUTUAL CASUALTY COMPANY – 062-21415
EMCASCO INSURANCE COMPANY – 062-21407
General Liability
Form Revision
Company File # AR-GL-2008-01
Effective May 1, 2008

The captioned companies are members of Insurance Services Office (ISO) and are submitting a form revision to be applicable to policies written on or after May 1, 2008.

We are pleased to introduce several new company endorsements. A detailed explanation of these forms can be found on the attached Memorandum.

We supplement this filing with the \$50.00 filing fee (EFT), Property and Casualty Transmittal Document, Memorandum, and final printed copies of our forms.

We respectfully request your approval of this filing, to be applicable to policies written on or after May 1, 2008. Thank you.

Jo L. Byers, Filings Analyst Rates and Filings Dept. (800) 247-2128 Ext. 2707 jo.l.byers@emcins.com

# **Company and Contact**

#### **Filing Contact Information**

Jo Byers, Filings Analyst

Jo.L.Byers@EMCIns.com

Company Tracking Number: AR-GL-2008-01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: General Liability

Project Name/Number:

PO Box 712 (800) 247-2128 [Phone] Des Moines, IA 50306-0712 (515) 345-2223[FAX]

**Filing Company Information** 

EMCASCO Insurance Company CoCode: 21407 State of Domicile: Iowa 717 Mulberry Street Group Code: 62 Company Type: P & C Des Moines, IA 50309 Group Name: State ID Number:

(800) 247-2128 ext. [Phone] FEIN Number: 42-6070764

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Employers Mutual Casualty Company CoCode: 21415 State of Domicile: Iowa 717 Mulberry Street Group Code: 62 Company Type: P & C Des Moines, IA 50309 Group Name: State ID Number:

(800) 247-2128 ext. [Phone] FEIN Number: 42-0234980

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Company Tracking Number: AR-GL-2008-01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: General Liability

Project Name/Number: /

# **Filing Fees**

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

EMCASCO Insurance Company \$0.00 03/05/2008

Employers Mutual Casualty Company \$50.00 03/05/2008 18346410

Company Tracking Number: AR-GL-2008-01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: General Liability

Project Name/Number:

# **Correspondence Summary**

## **Dispositions**

| Status   | Created By    | Created On | Date Submitted |
|----------|---------------|------------|----------------|
| Approved | Edith Roberts | 03/14/2008 | 03/14/2008     |

SERFF Tracking Number: EMCC-125523833 State: Arkansas
First Filing Company: EMCASCO Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: AR-GL-2008-01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: General Liability

Project Name/Number: /

# **Disposition**

Disposition Date: 03/14/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

**Overall Rate Information for Multiple Company Filings** 

Overall Percentage Rate Indicated For This Filing 0.000%

Overall Percentage Rate Impact For This Filing 0.000%

Effect of Rate Filing-Written Premium Change For This Program \$0

Effect of Rate Filing - Number of Policyholders Affected 0

Company Tracking Number: AR-GL-2008-01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: General Liability

Project Name/Number: /

| Item Type           | Item Name   | Item Status | Public Access |
|---------------------|---|-------------|---------------|
| Supporting Document | Uniform Transmittal Document-Property Casualty  | &Approved   | Yes           |
| Supporting Document | Approved  | Yes         |               |
| Form                | Blanket Additional Insured - Construction Contracts   | Approved    | Yes           |
| Form                | Blanket Additional Insured - Construction<br>Contracts Including Completed<br>Operations                                | Approved    | Yes           |
| Form                | Blanket Additional Insured - Real Propert<br>Leases   | YApproved   | Yes           |
| Form                | Blanket Additional Insured  | Approved    | Yes           |
| Form                | Blanket Additional Insured Construction Contracts Vicarious Liability   | Approved    | Yes           |
| Form                | Blanket Additional Insured - Construction<br>Contracts Including Completed<br>Operations Vicarious Liability            | Approved    | Yes           |
| Form                | Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement Witl You |             | Yes           |

Company Tracking Number: AR-GL-2008-01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: General Liability

Project Name/Number: /

# **Form Schedule**

| Review   | Form Name  | Form #   | Edition | Form Type Action                                      | Action Specific Readability                                   | Attachment              |
|----------|--|----------|---------|---|---|-------------------------|
| Status   |  |          | Date    |   | Data  |                         |
| Approved | Blanket Additional Insured - Construction Contracts                                | CG7174   | 1-08    | Endorseme Replaced<br>nt/Amendm<br>ent/Conditi<br>ons | Replaced Form #:0.00<br>CG7174 (6-05)<br>Previous Filing #:   | CG7174_20<br>0801.pdf   |
| Approved | Blanket Additional Insured - Construction Contracts Including Completed Operations | CG7174.3 | 31-08   | Endorseme Replaced<br>nt/Amendm<br>ent/Conditi<br>ons | Replaced Form #:0.00<br>CG7174.3 (6-05)<br>Previous Filing #: | CG7174_3_<br>200801.pdf |
| Approved | Blanket<br>Additional<br>Insured - Real<br>Property Leases                         | CG7184   | 1-08    | Endorseme Replaced<br>nt/Amendm<br>ent/Conditi<br>ons | Replaced Form #:0.00<br>CG7184 (1-06)<br>Previous Filing #:   | CG7184_20<br>0801.pdf   |
| Approved | Blanket<br>Additional<br>Insured   | CG7411   | 1-08    | Endorseme Replaced<br>nt/Amendm<br>ent/Conditi<br>ons | Replaced Form #:0.00<br>CG7411 (6-06)<br>Previous Filing #:   | CG7411_20<br>0801.pdf   |
| Approved | Blanket Additional Insured Construction Contracts Vicarious Liability              | CG7482   | 1-08    | Endorseme Replaced<br>nt/Amendm<br>ent/Conditi<br>ons | Replaced Form #:0.00<br>CG7482 (6-05)<br>Previous Filing #:   | CG7482_20<br>0801.pdf   |
| Approved | Blanket Additional Insured - Construction Contracts Including                      | CG7482.3 | 31-08   | Endorseme Replaced<br>nt/Amendm<br>ent/Conditi<br>ons | Replaced Form #:0.00<br>CG7482.3 (1-06)<br>Previous Filing #: | CG7482_3_<br>200801.pdf |

SERFF Tracking Number: EMCC-125523833 State: Arkansas
First Filing Company: EMCASCO Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: AR-GL-2008-01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: General Liability

Project Name/Number: /

Completed Operations

Vicarious Liability

Approved Additional CG7612 1-08 Endorseme New 0.00 CG7612\_20 Insured - Owners, nt/Amendm 0801.pdf

Insured - Owners, nt/Amendm
Lessees or ent/Conditi

Contractors - ons

Automatic Status When Required in Construction Agreement With

You

### **BLANKET ADDITIONAL INSURED – CONSTRUCTION CONTRACTS**

This endorsement modifies the insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- 1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering or failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - **b.** Supervisory, inspection, architectural or engineering activities.

- "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- **C.** The limits of insurance applicable to the additional insured are those specified in the Declarations of this policy or in the written contract or written agreement, whichever is lower.
- D. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether that insurance is primary, excess, contingent or on any other basis, unless you and the additional insured have specifically agreed in a written contract or written agreement that this insurance be primary.
  - When coverage is provided on a primary basis we will not seek contribution from any other insurance available to the additional insured if a written contract or written agreement requires that this insurance be noncontributory.
- **E.** All other terms and conditions of this policy remain unchanged.

# BLANKET ADDITIONAL INSURED – CONSTRUCTION CONTRACTS INCLUDING COMPLETED OPERATIONS

This endorsement modifies the insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured any person or organization when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions;
  - The acts or omissions of those acting on your behalf:

in the performance of:

- **a.** your ongoing operations for the additional insured; or
- **b.** "Your work" for the additional insured and included in the "products completed operations hazard".
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or failure to render, any professional, architectural, engineering or surveying services including:

- **a.** The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- Supervisory, inspection, architectural or engineering activities.
- **C.** The limits of insurance applicable to the additional insured are those specified in the Declarations of this policy or in the written contract or written agreement, whichever is lower.
- D. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether that insurance is primary, excess, contingent or on any other basis, unless you and the additional insured have specifically agreed in a written contract or written agreement that this insurance be primary.
  - When coverage is provided on a primary basis we will not seek contribution from any other insurance available to the additional insured if a written contract or written agreement requires that this insurance be noncontributory.
- **E.** All other terms and conditions of this policy remain unchanged.

#### **BLANKET ADDITIONAL INSURED – REAL PROPERTY LEASES**

This endorsement modifies the insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II WHO IS AN INSURED is amended to include as an additional insured any person or organization from whom you lease real property when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your tenancy, occupation, maintenance or use of real property leased to you by such person or organization.
- B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - **1.** Any "occurrence" which takes place after the real property lease expires;
  - "Bodily injury," "property damage" or "personal and advertising injury" arising out of structural alterations, new construction, or demolition operations performed by or on behalf of the additional insured.
  - **3.** "Property damage" to:
    - **a.** Property owned by, used, occupied by, leased or rented to the additional insured; or

- **b.** Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.
- **C.** The limits of insurance applicable to the additional insured are those specified in the Declarations of this policy or in the written contract or written agreement, whichever is lower.
- D. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or any other basis, unless a contract specifically requires that this insurance be primary, or you request that it apply on a primary basis.
  - When coverage is provided on a primary basis we will not seek contribution from any other insurance available to the additional insured if a written contract or written agreement requires that this insurance be noncontributory.
- **E.** All other terms and conditions of this policy remain unchanged.

#### **BLANKET ADDITIONAL INSURED**

This endorsement modifies the insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II WHO IS AN INSURED is amended to include as an additional insured any person or organization when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - In the performance of your ongoing operations; or
  - 2. In connection with your premises owned or rented to you.
- **B.** The limits of insurance applicable to the additional insured are those specified in the Declarations of this policy or in the written contract or written agreement, whichever is lower.

- C. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether that insurance is primary, excess, contingent or on any other basis, unless you and the additional insured have specifically agreed in a written contract or written agreement that this insurance be primary.
  - When coverage is provided on a primary basis we will not seek contribution from any other insurance available to the additional insured if a written contract or written agreement requires that this insurance be noncontributory.
- **D.** All other terms and conditions of this policy remain unchanged.

# BLANKET ADDITIONAL INSURED – CONSTRUCTION CONTRACTS – VICARIOUS LIABILITY

This endorsement modifies the insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" resulting from any act or omission by, or willful misconduct of the additional insured, whether the sole or a contributing cause of the loss. The coverage afforded to the additional insured is limited solely to the additional insured's "vicarious liability" that is a specific and direct result of your conduct.

"Vicarious liability" as used in this endorsement means liability that is imposed on the additional insured solely by virtue of its relationship with you, and not due to any act or omission of the additional insured.

- "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- 3. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional, architectural, engineering or surveying services including:
  - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - **b.** Supervisory, inspection, architectural or engineering activities.
- **C.** The limits of insurance applicable to the additional insured are those specified in the Declarations of this policy or in the written contract or written agreement, whichever is lower.
- D. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether that insurance is primary, excess, contingent or on any other basis, unless you and the additional insured have specifically agreed in a written contract or written agreement that this insurance be primary.

When coverage is provided on a primary basis we will not seek contribution from any other insurance available to the additional insured if a written contract or written agreement requires that this insurance be noncontributory.

**E.** All other terms and conditions of this policy remain unchanged.

# BLANKET ADDITIONAL INSURED – CONSTRUCTION CONTRACTS INCLUDING COMPLETED OPERATIONS – VICARIOUS LIABILITY

This endorsement modifies the insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II WHO IS AN INSURED is amended to include as an additional insured any person or organization when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf:

in the performance of:

- a. your ongoing operations for the additional insured; or
- **b.** "Your work" for the additional insured and included in the "products completed operations hazard".
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" resulting from any act or omission by, or willful misconduct of the additional insured, whether the sole or a contributing cause of the loss. The coverage afforded to the additional insured is limited solely to the additional insured's "vicarious liability" that is a specific and direct result of your conduct.

"Vicarious liability" as used in this endorsement means liability that is imposed on the additional insured solely by virtue of its relationship with you, and not due to any act or omission of the additional insured.

- 2. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional, architectural, engineering or surveying services including:
  - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - **b.** Supervisory, inspection, architectural or engineering activities.
- **C.** The limits of insurance applicable to the additional insured are those specified in the Declarations of this policy or in the written contract or written agreement, whichever is lower.
- D. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether that insurance is primary, excess, contingent or on any other basis, unless you and the additional insured have specifically agreed in a written contract or written agreement that this insurance be primary.
  - When coverage is provided on a primary basis we will not seek contribution from any other insurance available to the additional insured if a written contract or written agreement requires that this insurance be noncontributory.
- **E.** All other terms and conditions of this policy remain unchanged.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- **b.** Supervisory, inspection, architectural or engineering activities.
- "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Company Tracking Number: AR-GL-2008-01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: General Liability

Project Name/Number: /

# **Rate Information**

Rate data does NOT apply to filing.

Company Tracking Number: AR-GL-2008-01

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: General Liability

Project Name/Number:

# **Supporting Document Schedules**

**Review Status:** 

Uniform Transmittal Document- Approved 03/14/2008

Property & Casualty

Comments:

Satisfied -Name:

Attachment:

pctd.pdf

**Review Status:** 

Satisfied -Name: Memorandum Approved 03/14/2008

Comments: Attachment:

Memorandum.pdf

# **Property & Casualty Transmittal Document**

| 1.                     | Reserved for Insurance   | 2. Ins   | nsurance Department Use only  |  |  |  |  |  |  |
|------------------------|--|--|---|--|--|--|--|--|--|
|                        | <b>Dept. Use Only</b>  | a. Da  | Date the filing is received:  |  |  |  |  |  |  |
|                        |  |  | Analyst:  |  |  |  |  |  |  |
|                        |  |  | sposition:  |  | **************************************   |  |  |  |  |
|                        |  |  | te of disposition of the  | filing:  |  |  |  |  |  |
|                        |  |  | fective date of filing:   |  |  |  |  |  |  |
|                        |  |  | New Business  |  |  |  |  |  |  |
|                        |  |  | Renewal Business  |  | The state of the s |  |  |  |  |
|                        |  | f. Sta   | te Filing #:  |  |  |  |  |  |  |
|                        |  |  | RFF Filing #:   |  |  |  |  |  |  |
|                        |  |  | bject Codes   | 1999 a seu anno anno anno anno anno anno anno ann                  |  |  |  |  |  |
| 3.                     | Group Name   |  |   |  | Group NAIC #   |  |  |  |  |
| ٥.                     | EMC Insurance Companies  | · · · · · · · · · · · · · · · · · · ·                    |   |  | 062  |  |  |  |  |
| 4.                     | Company Name(s)  |  | Domicile  | NAIC #   | FEIN #   |  |  |  |  |
| 4.                     | Employers Mutual Casualty Co   | mnany  | IA  | 21415  | 42-0234980   |  |  |  |  |
|                        | EMCASCO Insurance Compan   |  | IA  | 21407  | 42-6070764   |  |  |  |  |
|                        | Elvicinge of manance compan  | <i>J</i>   |   | 21107  | 12 0070701   |  |  |  |  |
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| 5.                     | Company Tracking Number  | A  | AR-GL-2008-01   |  |  |  |  |  |  |
|                        |  |  |   | ber  |  |  |  |  |  |
|                        | Company Tracking Number<br>tact Info of Filer(s) or Corpora<br>Name and address  |  |   | ber]   | e-mail   |  |  |  |  |
| Con                    | tact Info of Filer(s) or Corpora   | ate Officer(s  | ) [include toll-free num  |  | e-mail Jo.L.Byers@EMCIns.  |  |  |  |  |
| Con                    | tact Info of Filer(s) or Corpora Name and address  | ate Officer(s<br>Title                                   | include toll-free num   | FAX#   |  |  |  |  |  |
| Con                    | tact Info of Filer(s) or Corpora Name and address Jo L. Byers  | ate Officer(s<br>Title<br>Filings                        | Telephone #s  800-247-2128  | FAX#   | Jo.L.Byers@EMCIns.   |  |  |  |  |
| Con                    | tact Info of Filer(s) or Corpora Name and address Jo L. Byers P. O. Box 712  | ate Officer(s<br>Title<br>Filings                        | Telephone #s  800-247-2128  | FAX#   | Jo.L.Byers@EMCIns.   |  |  |  |  |
| Con                    | Name and address Jo L. Byers P. O. Box 712 Des Moines, IA 50306-   | ate Officer(s<br>Title<br>Filings                        | Telephone #s  800-247-2128  | FAX#   | Jo.L.Byers@EMCIns.   |  |  |  |  |
| Con                    | Name and address Jo L. Byers P. O. Box 712 Des Moines, IA 50306-   | ate Officer(s<br>Title<br>Filings                        | Telephone #s  800-247-2128  | FAX#   | Jo.L.Byers@EMCIns.   |  |  |  |  |
| Con                    | Name and address Jo L. Byers P. O. Box 712 Des Moines, IA 50306-   | ate Officer(s<br>Title<br>Filings                        | Telephone #s  800-247-2128  | FAX#   | Jo.L.Byers@EMCIns.   |  |  |  |  |
| Con 6.                 | tact Info of Filer(s) or Corpora  Name and address  Jo L. Byers P. O. Box 712  Des Moines, IA 50306- 0712  | ate Officer(s<br>Title<br>Filings                        | Telephone #s  800-247-2128 ext. 2707  | FAX # 515-345-2223   | Jo.L.Byers@EMCIns.   |  |  |  |  |
| Con 6. 7.              | Name and address Jo L. Byers P. O. Box 712 Des Moines, IA 50306-0712  Signature of authorized filer  | Title Filings Analyst                                    | Telephone #s  800-247-2128 ext. 2707  | FAX # 515-345-2223   | Jo.L.Byers@EMCIns.   |  |  |  |  |
| 7.<br>8.               | Name and address Jo L. Byers P. O. Box 712 Des Moines, IA 50306- 0712  Signature of authorized filer Please print name of authori  | ritle Filings Analyst                                    | include toll-free num  Telephone #s  800-247-2128 ext. 2707   | FAX # 515-345-2223   | Jo.L.Byers@EMCIns.   |  |  |  |  |
| 7.<br>8.               | Name and address Jo L. Byers P. 0. Box 712 Des Moines, IA 50306- 0712  Signature of authorized filer Please print name of authori ng information (see General  | Title Filings Analyst  zed filer                         | Telephone #s  800-247-2128 ext. 2707  Jo L. Byers  s for descriptions of the  | FAX # 515-345-2223   | Jo.L.Byers@EMCIns.   |  |  |  |  |
| 7.<br>8.<br>Fili       | Name and address Jo L. Byers P. O. Box 712 Des Moines, IA 50306- 0712  Signature of authorized filer Please print name of authori ng information (see General Type of Insurance (TOI)  | ritle Filings Analyst  zed filer  Instructions           | include toll-free num  Telephone #s  800-247-2128 ext. 2707  L. Byers  for descriptions of the General Liability  | FAX # 515-345-2223   | Jo.L.Byers@EMCIns.   |  |  |  |  |
| 7.<br>8.<br>Fili<br>9. | Name and address Jo L. Byers P. O. Box 712 Des Moines, IA 50306- 0712  Signature of authorized filer Please print name of authori ng information (see General Type of Insurance (TOI) Sub-Type of Insurance (Sub-  | zed filer Instructions                                   | Telephone #s  800-247-2128 ext. 2707  Jo L. Byers  s for descriptions of the  | FAX # 515-345-2223   | Jo.L.Byers@EMCIns.   |  |  |  |  |
| 7.<br>8.<br>Fili       | Name and address Jo L. Byers P. O. Box 712 Des Moines, IA 50306- 0712  Signature of authorized filer Please print name of authori ng information (see General Type of Insurance (TOI)  | zed filer Instructions (TOI)                             | include toll-free num  Telephone #s  800-247-2128 ext. 2707  L. Byers  for descriptions of the General Liability  | FAX # 515-345-2223   | Jo.L.Byers@EMCIns.   |  |  |  |  |
| 7.<br>8.<br>Fili<br>9. | Name and address Jo L. Byers P. O. Box 712 Des Moines, IA 50306- 0712  Signature of authorized filer Please print name of authori ng information (see General Type of Insurance (TOI) Sub-Type of Insurance (Sub-State Specific Product code(s)  | zed filer Instructions (TOI) (if rements)                | include toll-free num  Telephone #s  800-247-2128 ext. 2707  L. Byers  for descriptions of the General Liability  | FAX # 515-345-2223   | Jo.L.Byers@EMCIns.   |  |  |  |  |
| 7. 8. Fili 9. 10.      | Name and address Jo L. Byers P. O. Box 712 Des Moines, IA 50306- 0712  Signature of authorized filer Please print name of authori ng information (see General Type of Insurance (TOI) Sub-Type of Insurance (Sub- State Specific Product code(s) applicable)[See State Specific Requi  | zed filer Instructions (TOI) (if rements)                | Include toll-free num  Telephone #s  800-247-2128 ext. 2707  L. Byers  for descriptions of the General Liability  General Liability  Rate/Loss Cost                 | FAX #  515-345-2223  ese fields)  Rules  Rates/R                   | Jo.L.Byers@EMCIns. com   |  |  |  |  |
| 7. 8. Fili 9. 10. 11.  | Name and address Jo L. Byers P. O. Box 712 Des Moines, IA 50306- 0712  Signature of authorized filer Please print name of authori ng information (see General Type of Insurance (TOI) Sub-Type of Insurance (Sub-State Specific Product code(s) applicable)[See State Specific Requi   | zed filer Instructions  (TOI) (if rements  keting title) | include toll-free num  Telephone #s  800-247-2128 ext. 2707  L. Byers  for descriptions of the General Liability  General Liability  Rate/Loss Cost  Forms  Combina | FAX # 515-345-2223  ese fields)  Rules  Rates/Ration Rates/Rules/R | Jo.L.Byers@EMCIns. com  Rules Forms  |  |  |  |  |
| 7. 8. Fili 9. 10. 11.  | Name and address Jo L. Byers P. O. Box 712 Des Moines, IA 50306- 0712  Signature of authorized filer Please print name of authori ng information (see General Type of Insurance (TOI) Sub-Type of Insurance (Sub-State Specific Product code(s) applicable)[See State Specific Requi   | zed filer Instructions  (TOI) (if rements  keting title) | include toll-free num  Telephone #s  800-247-2128 ext. 2707  L. Byers  for descriptions of the General Liability  General Liability  Rate/Loss Cost  Forms  Combina | FAX #  515-345-2223  ese fields)  Rules  Rates/R                   | Jo.L.Byers@EMCIns. com  Rules Forms  |  |  |  |  |

PC TD-1 pg 1 of 2

# **Property & Casualty Transmittal Document---**

| 15. | Reference Filing?                               |             | Yes       | X N      | lo ·       |           |            |           |             |
|-----|---|-------------|-----------|----------|------------|-----------|------------|-----------|-------------|
| 16. | Reference Organization (if applicable)          |             |           |          |            |           |            |           |             |
| 17. | Reference Organization # & Title                |             |           |          |            |           |            |           |             |
| 18. | Company's Date of Filing                        | 3/5         |           |          |            |           |            |           |             |
| 19. | Status of filing in domicile                    | $\boxtimes$ | Not Fil   | ed 🔲     | Pending    | g 🗌 A     | uthorized  | 🗌 Disap   | proved      |
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| 21. | Filing Description [This area can be used in li | eu of       | a cover   | letter o | r filing m | nemorand  | um and is  | free-form | textl       |
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\*\*\*Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

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# FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

| 1. | This filing transmittal   | l is part of Company Tracl                                   | king# | AR-GL-20                  | 08-01   | Hada a waxaa ahaa ahaa ahaa ahaa ahaa ahaa         |
|----|---|--|-------|---------------------------|---|--|
| 2. | This filing correspond<br>(Company tracking number of r   | ls to rate/rule filing numbe ate/rule filing, if applicable) | er    |                           |   |  |
| 3. | Form Name<br>/Description/Synopsis  |  |       | ement<br>awn?             | If replacement,<br>give form #<br>it replaces | Previous state filing number, if required by state |
| 01 | Blanket Additional<br>Insured - Construction<br>Contracts   | CG7174 (1-08)  |       | v<br>lacement<br>hdrawn   | CG7174 (6-05)                                 |  |
| 02 | Blanket Additional<br>Insured - Construction<br>Contracts Including<br>Completed Operations                             | CG7174.3 (1-08)  |       | v<br>blacement<br>hdrawn  | CG7174.3 (6-05)                               |  |
| 03 | Blanket Additional<br>Insured - Real Property<br>Leases   | CG7184 (1-08)  |       | v<br>blacement<br>hdrawn  | CG7184 (1-06)                                 |  |
| 04 | Blanket Additional<br>Insured   | CG7411 (1-08)  |       | v<br>blacement<br>hdrawn  | CG7411 (6-06)                                 |  |
| 05 | Blanket Additional<br>Insured Construction<br>Contracts Vicarious<br>Liability  | CG7482 (1-08)  |       | v<br>blacement<br>hdrawn  | CG7482 (6-05(                                 |  |
| 06 | Blanket Additional<br>Insured - Construction<br>Contracts Including<br>Completed Operations<br>Vicarious Liability      | CG7482.3 (1-08)  |       | w<br>blacement<br>thdrawn | CG7482.3 (1-06)                               |  |
| 07 | Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You | CG7612 (1-08)  | Wit   | blacement<br>thdrawn      |   |  |
| 08 |   |  | ☐ Wi  | olacement<br>thdrawn      |   | + - <b>4</b> .                                     |
| 09 |   |  | ☐ Wi  | olacement<br>thdrawn      |   |  |
| 10 |   |  |       | w<br>placement<br>thdrawn |   |  |

# Arkansas General Liability Memorandum

#### **Revised Forms**

CG7174 (1-08) Blanket Additional Insured - Construction Contracts replaces 6-05

**CG7174.3 (1-08) Blanket Additional Insured - Construction Contracts Including Completed Operations** replaces 6-05

CG7184 (1-08) Blanket Additional Insured - Real Property Leases replaces 1-06

CG7411 (1-08) Blanket Additional Insured replaces 6-06

CG7482 (1-08) Blanket Additional Insured Construction Contracts Vicarious Liability replaces 6-05

CG7482.3 (1-08) ) Blanket Additional Insured - Construction Contracts Including Completed Operations Vicarious Liability replaces 1-06

We have removed the verbiage "and such person or organization" from the Who is An Insured paragraph.

The intent of these endorsements is to grant additional insured status to any party that requires it via contract with our insured and are used almost exclusively with our contractors book of business. In many cases, the contract not only requires that the subcontractor provide additional insured status to the general contractor but also the owner of the property, developer, architect etc. In other words, although these extra parties are not directly involved in the contract negotiations, the general contractor is requesting additional insured status for them. We are concerned that the current additional insured endorsement verbiage only includes the general contractor since the owner of the property (or any of these other parties) is not physically signing off on the contract. An additional concern is that the subcontractor could be found in breach of contract with the current verbiage if the owner of the property (or any of these other parties) is sued due to work performed for it by the subcontractor. There is no impact on the corresponding rule or rating.

We have removed the sentence concerning limits of insurance in Paragraph C. from CG7174, CG7174.3 CG7184; CG7482; CG7482.3 and Paragraph B. from CG7411.

We believe that this sentence can cause confusion because the endorsements do not have a separate limit of liability. The removal of this sentence is intended to clarify underwriting intent and has no impact on the coverage we are providing our insureds.

#### **New Endorsement**

CG7612 (1-08) Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You

We have created this endorsment so our underwriting intent regarding additional insured status is clear. This endorsement is the same as ISO's Blanket Additional endorsement CG 2033 (7-04). The only difference between the two is that we are leaving "and such person or organization" off, as we did with the company forms listed above.